

Riley County Fire District #1

PROJECT FD2016-2
5/17/2016

Station 12 Standby Generator Request for Bid

Riley County Fire District #1
115 N. 4th Street
Manhattan, KS 66502

FAX 785-537-6338
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5/17/2016
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INVITATION TO BID

Sealed Bids will be received by Riley County Fire District #1 for:

Station 12 Standby Generator

Responses (hereinafter “Bids”) to this Request for Bid (hereinafter “RFB”) will be received by the Board of County Commissioners of Riley County, Kansas (hereinafter “Board”) sitting as the governing body of Riley County Fire District #1, at the County Clerk’s office at the Riley County Office Building until 5:00 PM, Wednesday, June 1st, 2016. The bids will be opened by the Board on Thursday, June 2nd, 2016 at 10:00 AM in the commission meeting room, 115 North 4th Street, first floor, Manhattan Kansas. Such bids shall include the following principal items of work:

Standby Diesel Generator to include delivery and installation at Fire Station #12

All bids shall be clearly marked “**Station 12 Standby Generator.**”

Copies of the RFB are on file and available for public inspection at the office of the Riley County Clerk, 110 Courthouse Plaza, Manhattan, Kansas 66502-6018. Interested bidders may secure a set of specifications and a Bid Form from Riley County Fire District #1, 115 N. 4th Street, Manhattan, Kansas 66502. Additional information can be requested from Assistant Fire Chief Doug Schmitt at 785-537-6333 or by email at dschmitt@rileycountyks.gov

USDA loan financing may be used for all or a portion of this project and vendors may be required to submit additional documentation and compliance assurances.

Riley County Fire District #1 encourages all qualified small, minority-owned and women-owned business enterprises to bid on and receive contracts for goods, services, and construction. Also, Riley County Fire District #1 encourages all general contractors to subcontract portions of their contract to qualified small, minority-owned and women-owned business enterprises.

No Bidder may withdraw a bid for a period of 90 days after the date of the opening of the bids.

The Bidder to whom a bid is awarded will be required to deliver all specified equipment within 90 days of the bid award date.

The right is reserved by the governing body of Riley County Fire District #1 to reject any and all bids and to waive any irregularities therein. Unless all bids are rejected, the governing body will determine the lowest responsible bid meeting specifications, and which is also in the best interest of the governing body

COUNTY CLERK

By _____
(County Clerk)

REQUEST FOR BID

Station 12 Standby Generator

RILEY COUNTY, KANSAS

5/17/2016

I. GENERAL

- A. GENERAL.** Riley County Fire District #1 (hereinafter “Board”) submits this request for bids for a **Standby Diesel Generator to include delivery and installation at Fire Station #12**. The Generator shall meet the minimum specifications listed in Section IV. Responses (hereinafter “Bids”) to this Request for Bid (hereinafter “RFB”) will be received by the Board at the County Clerk’s office at the Riley County Office Building until 5:00 PM, Wednesday, June 1st, 2016. The bids will be opened by the Board on Thursday, June 2nd, 2016 at 10:00 AM in the commission meeting room, 115 North 4th Street, first floor, Manhattan Kansas.
- B. QUALIFICATIONS OF RESPONDENTS.** The Board may make such investigations as it deems necessary to determine the ability of the proposer or bidder (hereinafter “bidder”) to furnish the required equipment and services. All bidders shall furnish to Board with their bid all such information and data outlining their qualifications. During any investigation by Board, bidder will provide any additional information upon request.
- C. SALES TAX EXEMPTION.** Attention is directed to the requirements of the General Conditions regarding payment of taxes and obtaining permits. All taxes that are lawfully assessed against the Owner or Contractor in connection with the work shall be paid by the Contractor. The prices named in the Proposal shall include all such taxes and fees.
- a. **This project does qualify for sales tax exemption.**
 - b. Within ten (10) days after the date of contract, the Owner will request a Kansas sales tax exemption certificate number for the Project. The Contractor and each subcontractor or repairman must furnish the exemption certificate number to each supplier on the Kansas Sales Tax Division Form STD 74. The exemption certificate number shall be placed on all invoices for materials to be incorporated in the work. The Contractor shall furnish copies of all such invoices to the Owner who is required by law to hold them for 5 years.
 - c. Upon completion of the work, the Contractor shall file with the Owner a notarized statement that all purchases made under the exemption certificate were entitled to be exempt from the Kansas Retailers’ Sales Tax and the Kansas Compensating Tax. The Owner is required to file such a certified statement with the State of Kansas.
 - d. The Contractor shall assume full responsibility for proper use of the exemption certificate number and shall pay all legally assessed penalties for improper use of the certificate number.
- D. PRICING VALIDITY.** The successful bidder shall guarantee pricing for six (6) months from the bid opening date.

- E. **SIGNATURE.** Each bidder shall sign their bid using a usual signature and giving the bidder's full business address and telephone number. Bids by proprietorships shall be signed by the proprietor or by a person with a certified Power of Attorney to represent the proprietor. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. Bids by corporations shall bear the corporate seal and shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. The names of all persons signing shall be typed or printed below the signature. A bid by a person who has affixed to his signature the word 'president', 'secretary', 'Agent' or other designation without disclosing his principal may be held to be the bid of the individual signing, in the sole discretion of the Board. When requested by the Board or its agents, evidence of the authority of the person signing shall be furnished.
- F. **DEFAULT.** In case of default by the selected bidder, the Board may, after notice has been given in writing, procure the articles or services from other sources, and hold the selected bidder responsible for any damage resulting from the default; provided that, if public necessity requires the use of materials or supplies not conforming to the RFB requirements, those materials or supplies may be accepted and payment therefore shall be made at a reduction in price, to be determined by mutual agreement between the selected bidder and the Board.
- G. **WARRANTY.** A copy of the manufacturer's warranty shall be included in the proposal for all items purchased. If periodic, mandatory or forced maintenance is required to keep the warranty in effect, that information shall also be provided.
- H. **METHOD OF AWARD.** The award of the Request for Bid (hereinafter "RFB") will be based in part upon, but not limited to, an analysis of the following criteria:
- a. Technical qualities of the proposed equipment;
 - b. Evaluation of the bid and the bidder's understanding of Riley County requirements, including but not limited to warranty provisions;
 - c. Cost; and
 - d. Ability of the bidder to produce the equipment requested in the time frame specified.

The right is reserved by the "Board" to reject any and all bids and to waive any irregularity therein, to determine which bid is the lowest responsible bid, most suitable to Riley County specifications, and in the best interest of the Board.

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II. RESPONSE PROCEDURES

A. INSTRUCTIONS TO BIDDERS

1. **BIDS.** Each bid with separate prices for options, shall be legibly written or printed in ink on the *Bid Form* provided on page 20 in this bound copy. No alterations in bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be accepted for consideration by the Board unless each such alteration is signed or initialed by the bidder; if initialed, the Board may require the bidder to identify any alteration so initialed. No alteration in any bid, or in the form on which it is submitted, shall be made after the bid has been submitted. All addenda to the contract documents, properly signed by the bidder, shall accompany the bid when submitted.
 - a. Bidders may not submit more than one bid. Two proposals under different names will not be received from one firm or association.
 - b. Each bidder shall carefully examine the Plans, Specifications, and other Contract Documents, shall visit the site and fully inform himself of all conditions affecting the work or the cost thereof, and shall be presumed to have done so and his bid shall be based upon his own conclusions from such examination.
 - c. Each bidder shall inform himself concerning all Federal, State, and local laws, ordinances or regulations which may in any manner affect his proposed operations of constructions, or those engaged or employed on the work or the material or equipment.
 - d. In submitting a bid, bidders must certify that they have read the entire RFB, that they fully understand all requirements of this project.
 - e. Bids shall be complete and include all equipment, labor and costs as specified in these requirements.
2. **FAILURE TO MEET SPECIFICATIONS.** The failure to meet specifications after the award of the bid, up to and including delivery, and proper installation, will constitute a breach of contract and the bid of the second lowest responsible bidder may be accepted, in the sole discretion of the Board, before the execution of the contract by the original successful bidder and Board
3. **WITHDRAWAL OF BID.** No bidder may withdraw a bid for 90 days after the date and hour set for the opening. A bidder may withdraw a bid any time prior to expiration of the period during which bids may be submitted by a written request signed and delivered to the Board in the same manner and by the same

person who signed the original bid, and such request to withdraw bid shall be submitted in the same manner as the original bid.

4. **ACCEPTANCE AND REJECTION OF BIDS.** The Board reserves the right to accept the bid which, in its judgment, is the lowest responsive and responsible bid; to reject any or all bids; and to waive irregularities and informalities in any bid. Bids received after the specified time of closing will be returned unopened.
5. **EXCEPTIONS.** Any bidder taking exception to any part(s) or section(s) of this RFB shall indicate such exceptions in a separate section of their bid attached to the bid form. Failures to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with all RFB requirements as written. Explanation must be made for each item for which exception is taken, and the reason for which it is taken, in order for appropriate consideration to be given.
6. **INTERPRETATION OF CONTRACT DOCUMENTS.** If any person who contemplates submitting a bid is in doubt as to the true meaning of any part of the drawings, specifications, or other proposed contract documents, they shall submit to the Board a written request for an interpretation thereof. The person submitting such request shall be solely responsible for its prompt delivery. Interpretation of the proposed contract documents will be made only by written addendum. A copy of each written addendum will be mailed or delivered to each person obtaining a set of contract documents from the Board. The Board shall not be contractually responsible for any explanations or interpretations of the proposed contract documents which are not both set out in writing and formally appended to the contract and signed by the Board.
7. **KANSAS LEGAL REQUIREMENT.** If the successful bidder is a corporation or other entity organized outside the State of Kansas, it will be necessary to register with the Secretary of State of Kansas to do business within the State under the Kansas "Business Entity Standard Treatment Act. Written proof acceptable to the Board shall be provided immediately, upon bid acceptance.
8. **BOUND COPY OF CONTRACT DOCUMENTS.** No pages shall be removed from the bound copy of contract documents. The copy of contract documents filed with each bid shall be complete and shall include all items listed in the Table of Contents and all addenda.
9. **METHOD OF PROCUREMENT.** The successful bidder will be notified by telephone, fax, or email that they were awarded the bid. No later than 60 days after the acceptance of the proposed equipment, the Riley County Clerk will issue a county warrant for payment of the bid price within 30 days.

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III: CONTRACTUAL PROVISIONS

Any contract with the successful bidder (hereinafter “Contractor”) shall include the following Contractual Provisions: The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof.

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the contract and any other document relating to and a part of the contract in which this attachment is incorporated. All terms hereof survive termination of the contract.
2. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to the contract shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka, Kansas, to the exclusion of the Courts of any other states or country. All contractual promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names Riley County Fire District #1 (hereinafter “District”) or Riley County as a party, Contractor agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein and otherwise to take any and all reasonable actions to achieve District’s objectives of this provision.
3. **COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.**
 - 3.1. **Service Standards and Procedures.** Contractor shall perform the services set forth in the Contract in compliance with applicable standards and procedures specified in the Contract.
 - 3.2. **Compliance With Law.** Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out the Contract, regardless of whether those legal requirements are specifically referenced in the Contract.
4. **CASH BASIS AND BUDGET LAWS.** The right of the District to enter into the Contract is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. The Contract shall be construed and interpreted so as to ensure that the District shall at all times stay in conformity with such laws, and as a condition of the Contract the District reserves the right to unilaterally terminate the Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws. Any Contract for a term of more than one year shall be interpreted by the parties to provide District the sole option to renew that Contract before the end of each one year term.

5. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** If, in the judgment of the District, after consultation with the Riley County Budget and Finance Officer and the Riley County Commission, sufficient funds are not appropriated to continue the function performed in the contract and for the payment of the charges hereunder, District may terminate the contract at the end of its current fiscal year. Termination shall be effective 30 days after District mails written notice to Contractor. In the event of such termination, District agrees to give written notice of termination to contractor. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the District or the Contractor.
6. **ANTI-DISCRIMINATION CLAUSE.**
- 6.1. In carrying out the Contract, Contractor shall comply with K.S.A. 44-1001 *et seq.*
- 6.2. Contractor shall observe the provisions of the Kansas act against discrimination and the Kansas age discrimination in employment act, and shall not discriminate against any person in the performance of work under the Contract because of race, religion, color, sex, disability, national origin, ancestry, or age.
- 6.3. In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
- 6.4. If Contractor fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part, by District.
- 6.5. If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part by District.
- 6.6. Contractor shall include the provisions of paragraphs 6.1 through 6.5 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor of Contractor.
- 6.7. Parties to the contract understand that this paragraph number 6 is not applicable if Contractor employs fewer than four employees or if Contractor's contracts with the District cumulatively total \$5,000 or less during the District's fiscal year.
7. **ACCEPTANCE OF CONTRACT.** The contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this Contractual Provisions Attachment is signed by the governing body of the District.

8. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the District has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the District does not agree to pay attorney fees and late payment charges; and no provisions will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
9. **REPRESENTATIVE'S AUTHORITY TO CONTRACT/REQUIRED DOCUMENTATION.** By signing the Contract, the representative of Contractor thereby represents that such person is duly authorized by Contractor to execute the document on behalf of Contractor and Contractor agrees to be bound by the provisions thereof. Contractor shall furnish evidence of authority to transact business in Kansas, in the form of a certificate signed by the Kansas Secretary of State.
10. **RESPONSIBILITY FOR TAXES.** The District shall not be responsible for, nor indemnify Contractor for, any federal, state or local taxes that may be imposed or levied upon the subject matter of the contract.
11. **NO INSURANCE PROVIDED BY DISTRICT.** The District shall not be required to purchase, any insurance against loss or damage to any personal property to which the contract relates, nor shall the contract require the District to establish a "self-insurance" fund to protect against any such loss or damage. Subject to any applicable provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
12. **TERM AND TERMINATION.**
- 12.1. **Term.** This Contractual Provisions Attachment shall be effective as of its date of execution by the parties and shall remain in effect during the term of the Contract, or until terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.
- 12.2. **Termination for Cause.** If Contractor shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of the Contract, District shall thereupon have the right to terminate the Contract by promptly giving written notice to Contractor of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Contract and any appendices, exhibits or amendments thereto, if any.
- 12.3. Notwithstanding the above, Contractor shall not be relieved of liability to District by virtue of any breach of the Contract by Contractor.
- 12.4. **Termination for Convenience.** District may terminate the Contract in whole or in part, upon thirty (30) days written notice to Contractor, stating the effective

date of the termination for convenience.

- 12.5. **Payment Calculation Upon Termination.** In the event of termination under the Contract by either party, any amount owed Contractor will be calculated based solely upon payment for fair value of acceptable services provided by Contractor to the point of termination, which fair value is not the subject of a good faith dispute. That determination of fair value of acceptable services shall be made solely by District.

13. **INDEPENDENT CONTRACTOR RELATIONSHIP.** It is agreed that the legal relationship between Contractor and District is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the services and performing the duties required by District hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of District. As an independent contractor, Contractor, and employees of Contractor, will not be within the protection or coverage of District's worker's compensation insurance, nor shall Contractor, and employees of Contractor, be entitled to any current or future benefits provided to employees of District. Further, District shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by District to Contractor. Contractor shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Contractor's sole expense.

14. **PERSONNEL.**

- 14.1. **Qualified Personnel.** Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under the Contract. Such personnel shall not be employees of or have any other contractual relationship with District. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this Contract.
- 14.2. **Minimum Wages.** Contractor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
- 14.3. **Employee Conflict of Interest.** Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

15. PROHIBITION OF CONFLICTS OF INTEREST.

15.1. **Interest of Public Officials and Others.** No officer or employee of District, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Contract shall participate in any decision relating to the Contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of District or any member of its governing body or other public official have any interest, direct or indirect, in the Contract or the proceeds thereof.

15.2. **Interest of Contractor.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the Contract.

15.3. **Notice to Bidders.** Requests for proposal or invitations for bid issued by Contractor to implement the Contract will provide notice to prospective bidders that District's conflict of interest provision is applicable and that prospective bidders who develop or draft specifications, requirements, statements of work and/or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

16. **ASSIGNMENT.** Neither the Contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.

17. **SUBCONTRACTING.** None of the work or services covered by the Contract shall be subcontracted without the prior written approval of District. All approved subcontracts must conform to all terms set forth in the Contract and the Contractual Provisions Attachment.

18. RECORDS, REPORTS AND INSPECTION.

18.1. **Documentation of Costs.** All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement under the express terms of the Contract shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Contract shall be clearly identified and readily accessible to both parties to the Contract.

18.2. **Maintenance of Records.** Except as otherwise authorized by District, Contractor

shall retain such documentation for a period of three (3) years after receipt of any applicable final expenditure report under the Contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

- 18.3. **Contractor's Purchasing Procedure.** Contractor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Contractor agrees to make available a written description of its purchasing procedures if requested by District.

19. **METHOD OF BILLING AND PAYMENT.**

- 19.1. **Billing Procedures.** Contractor agrees that billings and payments under the Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Riley County, Kansas. Subject to the maximum amount of compensation prescribed herein, payment shall be made after receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by the Contract.

- 19.2. **Support Documentation.** Billing shall be supported with documentation required by District including, but not necessarily limited to, that documentation described in paragraph 18, above.

- 19.3. **Reimbursement Restrictions.** Payments shall be made to Contractor only for items and services provided to support the Contract purpose when such items and services are specifically authorized by the Contract. District reserves the right to disallow reimbursement for any item or service billed by Contractor if District believes that such item or service was not provided to support the Contract purpose, or was not authorized by the Contract.

- 19.4. **Pre-disbursement Requirements.** Contractor must provide to District the documentation required pursuant to the Contract prior to any disbursements being made by District to Contractor.

- 19.5. **Mailing Address.** Payments shall be mailed to Contractor's address as set forth herein.

20. **LICENSES AND PERMITS.** Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out the Contract. Contractor shall notify District immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation or cancellation of the Contract by District, in District's sole discretion.

21. **PUBLIC DOCUMENTS.** It is agreed that the Contract, and all subsequent agreed

amendments or addenda thereto are public documents which will be filed with the Riley County Clerk, and will be open to public inspection.

22. **LIMITATION OF LIABILITY.** It is agreed that notwithstanding any language in the Contract to the contrary, District and Riley County waive no defense, immunity or limitation of liability otherwise available to District and Riley County under the terms of the Kansas Tort Claims Act or other applicable law.
23. **MERGER/SALE/TRANSFER OF CONTRACTOR ASSETS.** Contractor will notify District in writing at least thirty (30) calendar days in advance of Contractor's merger with any other business entity, or of any sale or other transfer of Contractor's assets to any other business entity. In the event of any such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with District in assuring that provision of all products and services under this Contract are not disrupted before, during and after such merger, sale or other transfer of Contractor assets. After such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with District in providing any documents or information necessary to establish any prior payments made by District to Contractor under this Contract.
24. **SURVIVABILITY.** All terms of this Contractual Provisions Attachment shall survive termination of the Contract.

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CONTRACTUAL PROVISIONS CONCURRENCE

Contractor

District

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS, SITTING
AS THE GOVERNING BODY OF RILEY
COUNTY FIRE DISTRICT #1

By: _____
Name:

By: _____
Ben Wilson, Chair

Date

Date

ATTEST: (seal)

Rich Vargo, County Clerk

Approved as to Form

By: _____
Clancy Holeman
Riley County Counselor

Date: _____

IV: SPECIFICATIONS

Station 12 Standby Generator

MINIMUM SPECIFICATIONS:

It is the intent of these minimum specifications to describe certain equipment in sufficient detail to obtain competitive bids from qualified vendors for the furnishing, delivery and training of said equipment to be used by the Board. All parts not specifically mentioned which are necessary to provide the described equipment shall be included in the proposal and shall conform in strength and quality or material and workmanship to what is usually provided for the trade in general.

Any omissions of components in these specifications are inadvertent and should be included in the proposed Standby Generator.

Standby Generator is to be delivered and installed at Riley County Fire District #1 Station 12, located at 4520 Highway 13, Manhattan, KS 66502.

The Generator Set (engine, generator, fuel tank and operating controls) Provide an alternating-current standby diesel engine-driven generator unit as scheduled, rated output of 40-60 KW to meet an 80 percent PF for standby operation of the 41.7 KVA NEC sized building load.

Generator will provide 240 volts, 1- phase, 3-wire, 60 Hz; equip with 4-cycle, water cooled with unit mounted radiator, diesel engine; connected directly to 4- pole revolving-field type single-bearing generator through semi-flexible steel disk coupling.

Stand by Package: Construct unit in compliance with applicable standards; and with additional construction features as indicated:

1. Rust-resistant sound attenuated weather protective housing made of painted heavy gauge reinforced steel. The exhaust muffler must be installed inside the enclosure. Air intake and discharge louvers are required to permit proper cooling. Doors will provide access to controller and service points. Access doors shall be lockable. The generator enclosure shall not exceed an average sound output of 77dBA @ 23ft.
2. Skid mounted, UL listed, EPA compliant, double-wall diesel fuel oil tank with fill spout, vents, threaded pipe openings for sensors and control switches, and positive displacement fuel pump and control switch to operate visual indication of full supply of fuel in tank at predetermined level. Fuel tank shall have capacity required for 24 hours continuous operation under full load. Integral rupture basin shall have minimum capacity of 110% of nominal fuel tank capacity. Provide leak detector located in rupture basin with audible and visual alarm in event of fuel tank leak. Alarm operation shall be integrated with generator controls for remote annunciation of leak alarm.
3. Provide engine with 12 or 24-volt starting system including batteries, starting motor, and charging generator with automatic charging rate regulator.
4. Control Panel: The generator mounted control panel shall be designed and built by the engine-generator set manufacturer. It shall be mounted on the generator set and incorporate 100% solid state microprocessor based control circuitry and digital instrumentation. All electronic control components are to be mounted in sealed, dust tight, watertight, metal housings. Housings which must be opened for service or setup are not acceptable. All output circuits greater than 100mA shall be fuse or circuit breaker

protected. The load share module, panel light, auxiliary relay and shunt trip relay breaker circuits shall be protected by individual 10 amp fuses. The panel shall be labeled with ISO symbols and comply with IEC 144 and NEMA 12 for external environmental resistance, and NEMA 12 for resistance of the internal sealed modules. The control panel shall be mounted with vibration isolation. The panel shall include the following equipment and functions:

- a. Automatic remote start capability with mode of operation selectable from a panel-mounted 3-position switch (Stop, Manual, Automatic).
- b. Cycle crank with adjustable "crank" and "rest" times.
- c. Adjustable cool-down timer.
- d. Emergency Stop push button requiring manual reset.
- e. An annunciated shutdown for detonation and an annunciated high inlet temperature warning must be available.
- f. Protective relaying for the following parameters shall be provided. Each function shall be adjustable for trip point and time delay. Each function shall be programmable as an alarm or a generator set shutdown:
 - 1) Over/under voltage protection
 - 2) Over/under frequency protection
 - 3) Over Current protection.
- g. Individual flashing LED's with test button operation shall be provided for annunciation shall be provided for:
 - 1) Overspeed
 - 2) Overcrank
 - 3) High Coolant temperature warning
 - 4) Low Oil pressure shutdown
 - 5) Emergency Stop
 - 6) Not-in-Auto
 - 7) Low Fuel
 - 8) Remote Start Signal
 - 9) Generator Running
 - 10) Common Shutdown Fault
 - 11) Common Warning Fault
- h. The use of a common alarm or shutdown indicator lamp which depends on a separate display to determine the alarm or fault condition is not acceptable.
- i. Separate digital displays shall be provided for the engine and generator set parameters. These displays shall allow the simultaneous display of electrical generation parameters and at least one engine parameter. Digital display and phase selector switch for generator set operational parameters. True RMS sensing of these parameters shall be utilized to minimize distortion due to non-linear loads and ensure accuracy. Electrical parameters to be displayed shall include:
 - 1) AC volts (+/- 0.5% accuracy)
 - 2) AC amps (+/- 0.5% accuracy)
 - 3) Hertz (+/- 0.3 Hz accuracy)
- j. Engine parameters to be displayed shall include:
 - 1) Engine RPM (+/- 0.5% accuracy)
 - 2) DC voltage (+/- 0.5% accuracy)

- 3) Oil pressure (+/- 0.5% accuracy)
 - 4) Coolant temperature (+/- 0.5% accuracy)
 - 5) Operating hours
5. Comply with NFPA 110 requirements for Level-1 emergency power supply system.

Block Heater: Provide thermostatically controlled block heater to maintain engine in start capable condition to 0 degrees Fahrenheit ambient temperature.

Battery Tender: Provide an enclosure mounted automatic battery charger in NEMA 1 enclosure. Battery charger shall be current-limiting, automatic float-charging type complying with UL 1236, with equalizing charging rate of 10 amperes, with automatic temperature compensation, automatic voltage regulation, ammeter and voltmeter and power ON pilot light flush-mounted in door, reverse polarity protection, AC input and DC output fuses, and alarms for low battery voltage, high battery voltage and battery charger malfunction. Provide single set of dry contacts indicating any alarm condition.

Remote Panel: Provide NFPA 110 remote annunciator panel with visual and audible alarm to warn of emergency operating conditions affecting auxiliary power source. Provide single set of dry contacts indicating any alarm condition. Install annunciator panel at location elected by the Owner.

Exerciser timer: An automatic timer shall be installed to run the generator for a period of 30 minutes, once a week at a time determined by the Customer.

Electrical installation requirements: Provide all circuitry required between engine-generator unit and battery charger and owner provided manual transfer switch to provide a complete system. All electrical work shall Comply with NFPA and NEMA standards pertaining to installation of standby engine-generator systems and accessories. Installation practices shall meet the standards established by the National Electrical Contractors Association. Electrical work shall be performed by a Manhattan City permitted electrical contractor.

Grounding: Provide equipment grounding connections, sufficiently tight to assure a permanent and effective ground, for system components as indicated by manufacturer.

Testing: Upon completion of installation of engine-generator system and after building circuitry has been energized with normal power source, test engine-generator to demonstrate standby capability and compliance with requirements. Where possible, field correct malfunctioning units, then retest to demonstrate compliance. Perform all tests recommended by manufacturer and submit test logs demonstrating successful completion of all tests. Testing shall comply with NFPA 110 requirements including but not limited to a 2 Hour full load test.

Fuel: Upon completion of the installation and testing, Contractor shall fill fuel tank and leave the system ready for operation.

All labor, materials, electrical work, shipping, and cost of crane system for generator installation to be included in the bid.

BID FORM

THE UNDERSIGNED HEREBY PROPOSES TO FURNISH RILEY COUNTY FIRE DISTRICT #1 THE FOLLOWING STANDBY GENERATOR

All unit costs shall be in whole dollar amounts. If there is no charge enter \$0.00 under unit cost. If you are not bidding on an option enter N/A under unit cost. This form shall be included in your bid sent to the County Clerk.

Qty	Description	Unit Cost	Total
1	Diesel Generator		
1	Installation, delivery and other cost		
Total			

Bids are to be accompanied with sufficient descriptive literature to allow comparison of bids.

Signed this _____, day of _____, 2016.

BIDDER: _____

ADDRESS: _____

BY (Signature): _____

TITLE: _____

ACCEPTED

Bid Accepted as to items numbered

County Clerk

**BOARD OF RILEY COUNTY
COMMISSIONERS, SITTING AS
THE GOVERNING BODY OF FIRE
DISTRICT #1**

By: _____
(CHAIR)

Attest: _____

Date: _____